

AUG 20 1971 - 4 50 PM

This SUPPLEMENTAL ~~INTERSTATE COMMERCE COMMISSION~~ ~~AGREEMENT~~ of July 16, 1971, between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, of Baltimore, Maryland, a corporation organized under the laws of the State of Maryland, as Trustee, hereinafter called the "Trustee", and SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation, and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a Kentucky corporation, which two companies operate, among other lines of railroad, the line known as "Clinchfield Railroad Company", leased from Carolina, Clinchfield and Ohio Railway and Carolina, Clinchfield and Ohio Railway of South Carolina, and which first two named railroad companies are hereinafter called the "Railroad Companies";

W I T N E S S E T H :

WHEREAS, by an Agreement dated as of July 15, 1971, by and between the Trustee and the Railroad Companies covering the acquisition and financing of certain railroad equipment, and referred to as Clinchfield Railroad Equipment Trust, Series H, there was and is to be leased to the Railroad Companies under said Agreement certain railroad equipment more fully described therein; and

WHEREAS, said Agreement was filed and recorded in the office of the Interstate Commerce Commission at Washington, D. C. pursuant to the provisions of Section 20c of the Interstate Commerce Act, as amended, on July 15, 1971 and assigned Recordation No. 6236; and

WHEREAS, said Agreement covers, among other railroad equipment, seven (7) 3600 H. P. Model U-36-C 6-axle diesel-electric road locomotives, to bear the Clinchfield Railroad Company's road numbers 3025 through 3031; and

WHEREAS, the Railroad Companies propose to renumber said locomotives in order to facilitate the proper identification of said equipment; and

WHEREAS, said Agreement provides in Section 4.6 of Article IV, in part, as follows (the Companies referred to therein being the Railroad Companies):

" . . . The Companies shall not change or permit to be changed the numbers of any of the Trust Equipment at any time covered hereby (or any numbers which may have been substituted as herein provided) except in accordance with a statement of new numbers to be substituted therefor which shall previously have been filed with the Trustee by the Companies and which shall be filed and recorded as provided in Section 6.4 hereof.";

and

WHEREAS, the Railroad Companies have represented to the Trustee that in order to facilitate the proper identification of said equipment hereinbefore described, it is essential that the road numbers of such equipment be changed, and the Trustee is willing to consent thereto.

NOW, THEREFORE, in consideration of the premises, it is agreed as follows:

The Trustee hereby consents to the renumbering of said seven (7) 3600 H. P. Model U-36-C 6-axle diesel-electric road locomotives from 3025 through 3031 to 3600 through 3606, respectively.

The Railroad Companies agree that, prior to changing the numbers as indicated, they will, pursuant to the provisions of Section 6.4 of Article VI of said Agreement, cause this Supplemental Agreement to be filed and recorded in the office of the Interstate Commerce Commission, pursuant to the provisions of Section 20c of the Interstate Commerce Act, as amended, and will furnish to the Trustee certificates or other evidences satisfactory to the Trustee of such filing and recording.

This Supplemental Agreement may be simultaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of said Trust Agreement, and each of the Railroad Companies, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed, duly attested, as of the month, day and year first

above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,  
Trustee

By *C. M. Webb*  
Assistant Vice President

(Corporate Seal)

ATTEST:

*W. H. Hays*  
Authorized Officer

SEABOARD COAST LINE RAILROAD COMPANY

By *Leland G. Anderson*  
Treasurer

(Corporate Seal)

ATTEST:

*J. E. Williams*  
Assistant Secretary

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By *A. H. Hays*  
Assistant Vice President

(Corporate Seal)

ATTEST:

*A. H. Hays*  
Assistant Secretary

STATE OF MARYLAND )  
 ) ss.:  
CITY OF BALTIMORE )

On this <sup>August</sup> 9<sup>th</sup> day of ~~July~~, 1971, before me personally appeared C. M. WEBB, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice-President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Margaret C. Whitcomb  
Notary Public  
State of Maryland

My Commission expires July 1, 1974

NOTARIAL SEAL

STATE OF VIRGINIA )  
 ) ss.:  
CITY OF RICHMOND )

On this 28<sup>th</sup> day of July, 1971, before me personally appeared LEONARD G. ANDERSON, to me personally known, who, being by me duly sworn, says that he is Treasurer of SEABOARD COAST LINE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

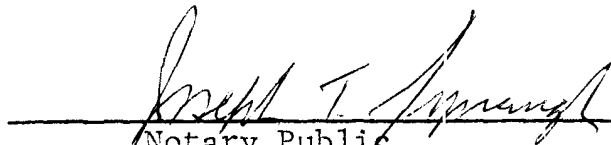
J. W. Chapman  
Notary Public  
State of Virginia

My Commission expires July 1, 1974

NOTARIAL SEAL

STATE OF NEW YORK     )  
                              ) ss.:  
COUNTY OF NEW YORK    )

On this 2<sup>nd</sup> day of ~~July~~ <sup>August</sup>, 1971, before me personally appeared J. A. KILDUFF, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice-President of LOUISVILLE AND NASHVILLE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
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Notary Public  
State of New York

My Commission expires March 30, 1973

NOTARIAL SEAL

JOSEPH T. LYNAGH  
Notary Public, State of New York  
My Comm. Expires  
March 30, 1973  
J. Edgar Moore, Sec. State